

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	<b>DTFANM-11-R-00121</b>	RFO	06/30/2011	1 OF 45

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. NM-11-01733	6. PROJECT NO.
-----------------	--	----------------

7. ISSUED BY  <b>DOT/Federal Aviation Administration Acquisition Management Branch, ANM-52 1601 Lind Ave SW Renton, WA 98057-3356</b>	8. ADDRESS OFFER TO  <b>Same as block 7</b>
---	---

9. FOR INFORMATION CALL: ➡	A. NAME <b>BLAISE UNGERMAN</b>	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> <b>(425) 227-2931</b>
-------------------------------	-----------------------------------	---

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date)*:

FURNISH ALL LABOR, MATERIAL, EQUIPMENT, TRANSPORTATION AND SUPERVISION NECESSARY TO PERFORM THE WORK FOR THE **ROOF REPLACEMENT PROJECT AT THE AIR ROUTE SURVEILLANCE RADAR (ARSR) SITE IN GRAND JUNCTION, COLORADO** AS INDICATED IN THE CONTRACT, WAGE RATES, AND SPECIFICATIONS.

11. The Contractor shall begin performance within <u>3</u> calendar days and complete it within <u>21</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <b>SECTION F</b> )	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by **4:00 P.M.** (hour) local time 07/19/2011 (date): Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS ➡

SEE SCHEDULE, PART I – SECTION B, SUPPLIES/SERVICES &amp; PRICE/COST

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)*

AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					20B. SIGNATURE					20C. OFFER DATE	

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ➡	25. RESERVED.
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY FAA, MMAC AMZ-110 P.O. BOX 25082 Oklahoma City, OK 73125

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>		31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:**

Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for the **Roof Replacement Project at the Air Route Surveillance Radar (ARSR) in Grand Junction, Colorado** in accordance with the specifications, drawings, contract clauses, and wage rates. Offers shall be broken down as follows:

**Base Line Item**

Contract Line Item (CLIN)	Description	Total Price
<b>001</b>	<b>ROOF REPLACEMENT PROJECT at the AIR ROUTE SURVEILLANCE RADAR (ARSR) site located near GRAND JUNCTION, CO.</b>	\$ _____

**A single award shall be made based on the technical evaluation and price proposal (Please see Section M).**

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.*

**B001. SOLICITATION QUESTIONS:**

All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., **must** must be submitted in writing to the Contracting Officer. The Contracting Officer is the **only** person authorized to make clarifications, interpretations, or changes to this solicitation. Offers submitted based on information (verbal or written) from any sources, other than from the Contracting Officer, is at the offeror's own risk and the Government will not be held liable.

Submission of questions via e-mail transmission is acceptable and can be sent to Blaise Ungerman at [blaise.ungerman@faa.gov](mailto:blaise.ungerman@faa.gov). Alternately, you may fax your written questions to (425) 227-1055. Telephone

questions will not be accepted. The requestor shall provide a company name, point-of-contact name, address and telephone number; as well as a return e-mail address or FAX number.

ALL QUESTIONS ARE DUE by: **JULY 12, 2011 at 4:00 P.M. PACIFIC TIME (PT).**

**B002. SITE VISIT:**

(b) There is a **optional** site visit offered on **JULY 6, 2011 at 8:00 AM Mountain Time (MT).**

(c) The meeting location for the site visit is:

Grand Junction Airport Traffic Control Tower  
805 Eagle Drive  
Walker Field (GJT)  
Grand Junction, CO 81506

This is a meeting location **only**. There will be additional travel required (est. 75 miles) to the Air Route Surveillance Radar (ARSR) Site located up Douglas Pass Road in Colorado.

(d) The FAA point of contact for the site visit is **John Urbin** and he can be contacted at (970) 986-3302 or (970) 250-3863.

(e) The FAA escort has been instructed **not to answer** any questions about the project during the site visit, please **do not ask them any**. All questions about the project and/or the site visit must be submitted in writing according to the RFO's instructions in Section B, Clause B001 Solicitation Questions.

(End of provision)

**B003. SMALL BUSINESS:**

All businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) code for this project is **238160, Roofing Contractors**. **The Small Business Administration Size Standard for this NAICS code is \$14.0 million.**

**THIS ACQUISITION IS 100% SET-ASIDE FOR 8(a) CERTIFIED SMALL ECONOMICALLY DISADVANTAGE BUSINESS.**

**ESTIMATED PRICE RANGE FOR THIS PROJECT: \$50,000 - \$100,000.**

**DAVIS-BACON ACT WAGE RATES APPLY – SEE SECTION “J”.**

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.**

**SUBMIT OFFERS TO: SEE PART IV, SECTION L.**

PROPOSALS ARE DUE NO LATER THAN, **JULY 19, 2011, 4:00 P.M. PACIFIC TIME (PT).** THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS **WILL NOT** BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS.

**PART I - SECTION C**  
**SCOPE OF WORK**

**C001. TECHNICAL SPECIFICATIONS:**

You must download a copy of the **Technical Specifications** from the FAA Contract Opportunities website: <http://faaco.faa.gov/>. Select “Current Announcements” from the left-side menu, then enter the RFO number in the “By Keyword” search field (**DTFANM-11-R-00121**), and select the resulting hyperlink. At the next web page, download the technical specification file by selecting the appropriate attachment hyperlink.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

*Not Applicable for this Contract.*

## PART I - SECTION E INSPECTION AND ACCEPTANCE

### 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

### 3.10.4-10 Inspection of Construction (September 2009)

- (a) 'Work' includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
  - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may:
  - (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or
  - (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(j) In the absence of any formal disputes, a project will be deemed physically and financially complete within one year after final acceptance and excess funds will be deobligated at that time.

(End of clause)

### **3.10.4-11 Inspection - Dismantling, Demolition, or Removal of Improvements (April 1996)**

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly and without additional charge all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may:

(1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and

(2) terminate for default the Contractor's right to proceed.

The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

(End of clause)



**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1     Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-11   Government Delay of Work** (April 1996)

**3.10.1-24   Notice of Delay** (February 2009)

**3.2.2.3-71   Starting, Performing and Completing Work** (July 2004)

The Contractor (you) must

- (a) begin work under this contract within 3 calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than **21 calendar days from the date of official notice to proceed**. The time allowed for completion must include final cleanup of the premises.

(End of clause)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.1-1     Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-23     Contracting Officer's Representative-Construction Contracts** (July 2008)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within 3 calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

- (1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.
- (2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

- (1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;
- (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;
- (3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and
- (4) final acceptance under the contract.

(End of clause)

**G001. CORRESPONDENCE:**

Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the Contracting Officer's Technical Representative (COTR), including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL NOT** be forwarded to the Contracting Officer.

DOT, FEDERAL AVIATION ADMINISTRATION  
 ACQUISITION MANAGEMENT BRANCH – ANM-52  
 ATTN: BLAISE UNGERMAN  
 1601 LIND AVE S.W.  
 RENTON, WA 98057

**G002. INVOICE SUBMISSION:**

The Contractor shall submit certified request for payment(s) to the COTR for verification who will forward to the Contracting Officer.

**G003. SUBCONTRACT ACKNOWLEDGEMENT:**

Within ten (10) days after contract award of any tier subcontract for performance or work at the construction site, the contractor shall deliver to the Contracting Officer an executed **SF 1413, Statement and Acknowledgement** form by which the contractor and the subcontractor acknowledges that the labor standards clauses of this contract have been included in the subcontract and in any lower tier subcontract awarded by her for work under this contract (also reference contract clause **3.6.2-22 Subcontracts (Labor Standards)**). The Contracting Officer shall furnish copies of the form to the contractor. Nothing contained in this contract shall create any contractual relation between a subcontractor and the Government.

**G004. GOVERNMENT AUTHORITY:**

The Contracting Officer is the only person who has the authority to modify the terms, conditions, or requirement of the contract.

## PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

### 3.1-1     **Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

#### **H001. CLEAN UP:**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

#### **H002. FAA FACILITY REGULATIONS:**

Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

#### **H003. APPLICABLE MINIMUM HOURLY RATES OF WAGES:**

(a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers employed on contracts of a similar character in the locality where this work is to be performed.

(b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.

(c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

**NOTE: THE DAVIS-BACON ACT IS APPLICABLE (SEE CONTRACT CLAUSES). REFERENCE THE ATTACHED GENERAL WAGE DECISION NO. [CO100007, 06/24/2011, CO7](#), FOR THE PREVAILING WAGES IN MESA COUNTY, COLORADO (SEE SECTION "J"). THIS WAGE DECISION IS HEREBY INCORPORATED INTO THIS REQUEST FOR OFFER (RFO) AND WILL BE A PART OF ANY RESULTANT CONTRACT.**

**H004 WARRANTY:**

The warranty provisions of FAA AMS clause **3.10.1-20 Warranty-Construction** are hereby incorporated into the subject contract as presenting the minimum period of coverage and terms under the contract. This minimum coverage period does NOT represent the extended warranty period applicable and required for certain items and deliverables as covered in the specifications. For example, the contractual warranty period for roofing is **20** years. In the event of any discrepancy between warranty coverage as set forth in the specifications and the warranty provisions of the above referenced clause, under no circumstances shall the warranty period be interpreted to be less than one (1) year, not the rights and remedies available to the government be any less than as provided by FAA AMS clause 3.10.1-20.

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1      **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-2      Organizational Conflicts of Interest** (August 1997)
- 3.1.7-4      Organizational Conflict of Interest** (February 2009)
- 3.2.2.3-8    Audit and Records** (July 2010)
- 3.2.2.3-33   Order of Precedence** (February 2009)
- 3.2.2.3-42   Differing Site Conditions** (July 2004)
- 3.2.2.3-43   Site Investigation and Conditions Affecting the Work** (July 2004)
- 3.2.2.3-45   Material and Workmanship** (July 2004)
- 3.2.2.3-46   Supervising the Contract Work** (July 2004)
- 3.2.2.3-47   Permits and Responsibilities** (July 2004)
- 3.2.2.3-48   Other Contracts** (February 2009)
- 3.2.2.3-49   Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements** (July 2004)
- 3.2.2.3-50   Property Protection** (February 2009)
- 3.2.2.3-51   Operations and Storage Areas** (July 2004)
- 3.2.2.3-52   Use and Possession Before the Project is Complete** (July 2004)
- 3.2.2.3-53   Cleaning Up and Roadway Maintenance** (July 2004)
- 3.2.2.3-54   Preventing Accidents** (July 2004)
- 3.2.2.3-55   Availability and Use of Utility Services** (July 2004)
- 3.2.2.3-56   Schedules for Construction Contracts** (July 2004)
- 3.2.2.3-58   Layout of Work** (February 2009)
- 3.2.2.3-60   Specifications, Drawings, and Material Offers** (February 2009)
- 3.2.2.3-62   Preconstruction Conference** (July 2004)
- 3.2.2.3-66   Contractor's Daily Log** (July 2004)
- 3.2.2.3-68   Safety and Health** (July 2004)
- 3.2.2.3-69   Subcontracts - Construction** (July 2004)
- 3.2.2.7-6    Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (April 2011)
- 3.2.2.7-8    Disclosure of Team Arrangements** (April 2008)
- 3.2.5-1      Officials Not to Benefit** (April 1996)
- 3.2.5-3      Gratuities or Gifts** (January 1999)
- 3.2.5-4      Contingent Fees** (October 1996)
- 3.2.5-5      Anti-Kickback Procedures** (October 2010)
- 3.2.5-8      Whistleblower Protection for Contractor Employees** (April 1996)
- 3.3.1-2      Payments under Fixed-Price Construction Contracts** (April 1996)
- 3.3.1-6      Discounts for Prompt Payment** (April 1996)
- 3.3.1-9      Interest** (September 2009)
- 3.3.1-15     Assignment of Claims** (April 1996)
- 3.3.1-19     Prompt Payment for Construction Contracts** (September 2009)
- 3.3.1-31     Progress Payments** (November 2000)
- 3.3.1-34     Payment by Electronic Funds Transfer- Central Contractor Registration** (February 2009)
- 3.3.2-1      FAA Cost Principles** (October 1996)
- 3.4.1-4      Performance Bond Requirements** (October 2010)
- 3.4.1-5      Payment Bond Requirements** (April 1996)
- 3.4.1-6      Additional Bond Security** (April 1996)

- 3.4.1-7 Notice to Proceed** (April 1996)
- 3.4.1-10 Insurance - Work on a Government Installation** (July 1996)
- 3.4.1-12 Insurance** (July 1996)
- 3.4.2-6 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico** (October 1996)
- 3.4.2-8 Federal, State, and Local Taxes - Fixed Price Contract** (April 1996)
- 3.5-1 Authorization and Consent** (January 2009)
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement** (January 2009)
- 3.5-4 Patent Indemnity - Construction Contracts** (January 2009)
- 3.6.1-15 Post-Award Small Business Program Rerepresentation** (April 2011)
- 3.6.2-2 Convict Labor** (April 1996)
- 3.6.2-9 Equal Opportunity** (August 1998)
- 3.6.2-12 Equal Opportunity for Veterans** (February 2011)
- 3.6.2-13 Affirmative Action for Workers With Disabilities** (October 2010)
- 3.6.2-16 Notice to the Government of Labor Disputes** (April 1996)
- 3.6.2-18 Davis Bacon Act** (October 2010)
- 3.6.2-19 Withholding-Labor Violations** (April 1996)
- 3.6.2-20 Payrolls and Basic Records** (February 2011)
- 3.6.2-21 Apprentices, Trainees, and Helpers** (October 2010)
- 3.6.2-22 Subcontracts (Labor Standards)** (October 2010)
- 3.6.2-23 Certification of Eligibility** (April 1996)
- 3.6.2-35 Prevention of Sexual Harassment** (August 1998)
- 3.6.2-39 Trafficking in Persons** (January 2008)
- 3.6.3-13 Recycle Content and Environmentally Preferable Products** (April 2009)
- 3.6.3-14 Use Of Environmentally Preferable Products** (April 2009)
- 3.6.3-16 Drug Free Workplace** (February 2009)
- 3.6.4-5 Buy American - Steel and Manufactured Products** (July 2010)
- 3.6.4-10 Restrictions on Certain Foreign Purchases** (January 2010)
- 3.9.1-1 Contract Disputes** (September 2009)
- 3.9.1-2 Protest After Award** (August 1997)
- 3.10.1-7 Bankruptcy** (April 1996)
- 3.10.1-8 Suspension of Work** (August 1998)
- 3.10.1-15 Changes-Construction, Dismantling, Demolition, or Removal of Improvements** (July 1996)
- 3.10.1-16 Changes and Changed Conditions** (April 1996)
- 3.10.1-20 Warranty-Construction** (April 1996)
- 3.10.1-25 Novation and Change-Of-Name Agreements** (October 2007)
- 3.10.2-1 Subcontracts (Fixed-Price Contracts)** (April 1996)
- 3.10.4-23 Contractor and Subcontractor Compliance with Fastener Act** (November 1997)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-6 Default (Fixed Price Construction)** (October 1996)
- 3.13-3 Printing/Copying Double-sided on Recycled Paper** (July 2008)
- 3.13-5 Seat Belt Use by Contractor Employees** (January 1999)
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving** (February 2011)
- 3.14-3 Foreign Nationals as Contractor Employees** (April 2008)

**3.2.2.3-41 Performing Work** (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least **15 %** percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

**3.2.2.3-71 Starting, Performing and Completing Work (July 2004)**

The Contractor (you) must

- (a) begin work under this contract within   3   calendar days after the date you receive the notice to proceed,
  - (b) perform the work diligently, and
  - (c) complete the entire work ready for use not later than 21 calendar days after the official notice to proceed.
- The time allowed for completion must include final cleanup of the premises.

(End of clause)

**3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐ have not ☐ within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.



(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)**

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and  
(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

### **3.6.2-14 Employment Reports on Veterans (February 2011)**

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

### **3.6.2-24 Affirmative Action Compliance Requirements for Construction (October 2010)**

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation:	<u>19.1%</u>
Goals for female participation:	<u>6.9%</u>

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written

notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.2-41 Employment Eligibility Verification (September 2009)**

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only

to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.
- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--
- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
  - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

(End of Clause)

### **3.6.3-12 Asbestos - Free Construction (April 2009)**

- (a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.
- (b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

### **3.6.4-3 Buy American Act - Construction Materials (January 2011)**

- (a) The Buy American Act (41 U.S.C. 10) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic construction material. The restrictions of the Buy American Act do not apply when the FAA determines use of a particular domestic construction material:



(i) would unreasonably increase the cost; (ii) would be impracticable; or (iii) is not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality. This requirement also does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate "none")

(b) Definitions:

(1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

(2) "Construction material," as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

(3) "Domestic construction material," as used in this clause, means (i) an unmanufactured construction material mined or produced in the United States, or (ii) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable shall be treated as domestic.

(c) The Contractor agrees that only domestic construction material must be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

(End of clause)

### **3.10.1-19 Modification Cost Proposal - Price Breakdown (Construction) (April 1996)**

(a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.

(b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.

(c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

**J001. DAVIS-BACON ACT WAGE DETERMINATION GENERAL DECISION NUMBER:**  
**[CO100007, 06/24/2011, CO7](#)**

**J002. BUSINESS DECLARATION FORM**

**J001. DAVIS-BACON ACT WAGE DETERMINATION GENERAL DECISION NUMBER:**  
**CO100007, 06/24/2011, CO7**

General Decision Number: CO100007 06/24/2011 CO7

Superseded General Decision Number: CO20080007

State: Colorado

Construction Type: Building

Counties: Jefferson and Mesa Counties in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	05/21/2010
2	06/04/2010
3	07/09/2010
4	07/16/2010
5	08/06/2010
6	08/13/2010
7	08/20/2010
8	09/24/2010
9	10/08/2010
10	01/21/2011
11	01/28/2011
12	05/06/2011
13	06/24/2011

BRCO0007-008 01/01/2011

JEFFERSON COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 22.13	9.89

CARP9901-005 05/01/2009

	Rates	Fringes
CARPENTER		
All Other Work.....	\$ 26.60	8.89

ELEC0068-006 06/01/2010

JEFFERSON COUNTY

	Rates	Fringes
ELECTRICIAN		
(Including Low Voltage		
Wiring and Installation of		
Fire Alarms, Telephones,		

Communications Systems and Temperature Controls).....\$ 31.60	12.32
--	-------

---

ELEC0969-004 06/01/2009

MESA COUNTY

	Rates	Fringes
ELECTRICIAN		
(Including Low Voltage Wiring and Installation of Fire Alarms, Telephones, Communications Systems and Temperature Controls).....\$ 20.31		8.56

---

ELEV0025-002 01/01/2011

	Rates	Fringes
Elevator Constructor.....\$ 38.19		21.99

FOOTNOTE:

- a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

---

IRON0024-001 11/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....\$ 24.80		9.91

---

LABO0720-002 05/01/2009

	Rates	Fringes
Laborers:		
Brick Tender/Finisher.....\$ 16.52		6.84

---

PAIN0079-003 08/01/2009

	Rates	Fringes
PAINTER		
(Excluding Drywall Finishing/Taping).....\$ 17.99		10.87

---

PAIN0930-001 07/01/2009

	Rates	Fringes
GLAZIER.....\$ 27.95		7.10

---

PLAS0577-001 05/01/2010

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 24.60	10.10

---

\* PLUM0003-007 06/01/2011

JEFFERSON COUNTY

	Rates	Fringes
PLUMBER (Excluding HVAC work).....	\$ 32.69	11.18

---

\* PLUM0145-003 01/01/2011

MESA COUNTY

	Rates	Fringes
PLUMBER (Excluding HVAC work) & PIPEFITTER (Including HVAC pipe).....	\$ 24.58	10.47

---

\* PLUM0208-006 06/01/2011

JEFFERSON COUNTY

	Rates	Fringes
PIPEFITTER (Including HVAC pipe).....	\$ 32.61	11.26

---

SHEE0009-001 01/01/2011

	Rates	Fringes
Sheet metal worker (Includes HVAC duct and installation of HVAC systems).....	\$ 31.66	10.98

---

SUCO2001-017 12/20/2001

	Rates	Fringes
Carpenters: Acoustical, Drywall Hanging/ Framing and Metal Studs.....	\$ 15.95	1.31
Formbuilding/Formsetting....	\$ 17.55	3.70

Drywall Finisher/Taper.....\$ 14.43

Laborer, common.....\$ 10.40 2.62

Mechanical Insulator/Asbestos

## Worker

(Includes application of  
all insulating materials,  
protective coverings,  
coatings and finishings to  
all types of mechanical  
systems).....\$ 12.05 .48

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

-----  
In the listing above, the "SU" designation means that rates  
listed under the identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.  
-----

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on  
a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the  
Davis-Bacon survey program. If the response from this initial  
contact is not satisfactory, then the process described in 2.)  
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the  
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an  
interested party (those affected by the action) can request  
review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**BUSINESS DECLARATION**

1. Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American      ☐ b. Hispanic American      ☐ c. Native American      ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) \_\_\_\_\_ ☐ f. Other (*Specify*) \_\_\_\_\_
- ☐ g. Female    ☐ h. Male    ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business \_\_\_\_\_
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes      ☐ b. No      (*If "NO," provide the name and telephone number of the person who has this authority.*) \_\_\_\_\_
7. Nature of Business (*Specify all services/products (NAIC)*) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole Ownership      ☐ b. Partnership
- ☐ c. Other (*Explain*) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                         |                  |
|-------------------------|------------------|
| a.1. Year Ending: _____ | b.1. Gross _____ |
| a.2. Year Ending: _____ | b.2. Gross _____ |
| a.3. Year Ending: _____ | b.3. Gross _____ |
11. Is the firm a small business? ☐ a. Yes      ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes      ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes      ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_ ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.***

14. a. Signature \_\_\_\_\_ b. \_\_\_\_\_

c. Typed Name \_\_\_\_\_ d. \_\_\_\_\_



**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1 Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions** (October 2010)

**3.2.2.3-2 Minimum Offer Acceptance Period** (July 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of 60 calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
  - (1) The acceptance period stated in paragraph (c) of this provision; or
  - (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

**3.2.2.3-10 Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_  
 (country)

(End of provision)

**3.2.2.3-15 Authorized Negotiators** (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

**3.2.2.3-70 Taxpayer Identification** (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### **3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐ , have not ☐ , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-5 Certification of Nonsegregated Facilities (February 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its

employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

**3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**3.6.4-18 Certification Regarding Steel and Manufactured Products (April 2009)**

In accordance with 49 USC Section 50101, the offeror/contractor certifies that:

[Check one]

\_\_\_ The steel and manufactured goods, including components and subcomponents provided in accordance with this contract are entirely produced in United States (or deemed United States produced pursuant to International Agreement)

\_\_\_ The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment and final assembly of the facility or equipment has occurred in the United States

(End of provision)

**3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.** (February 2011)

(a) Definition.

"Person"?

(1) Means?

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

**3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number** (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and ZIP Code.
  - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1 Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-6 Submittals in the English Language** (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer** (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparing Offers** (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations** (February 2009)
- 3.2.2.3-19 Contract Award** (July 2004)
- 3.2.2.3-20 Electronic Offers** (July 2004)
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number** (April 2006)

**3.2.2.3-22 Period for Acceptance of Offer** (July 2004)

The offeror (you) agrees that if this offer is accepted within 60 calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

**3.2.2.3-63 Site Visit (Construction)** (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) There is a optional site visit offered on **JULY 6, 2011 at 8:00 AM Mountain Time (MT).**

(c) The meeting location for the site visit is:

Grand Junction Airport Traffic Control Tower  
 805 Eagle Drive  
 Walker Field (GJT)  
 Grand Junction, CO 81506

(d) The FAA point of contact for the site visit is **John Urbin** and he can be contacted at (970) 986-3302 or (970) 250-3863.



The FAA escort has been instructed not to answer any questions about the project during the site visit, please do not ask them any. All questions about the project and/or the site visit must be submitted in writing according to the RFO's instructions in Section B, Clause B001 Solicitation Questions.

(End of provision)

### **3.2.4-1 Type of Contract** (April 1996)

The FAA contemplates award of a **FIRM-FIXED PRICE** contract resulting from this Screening Information Request.

(End of provision)

### **3.9.1-3 Protest** (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

## **L001. SUBMISSION OF OFFER:**

Each offeror must submit both a separate **Business** and **Technical Proposal** to be deemed responsive to this solicitation and therefore, considered for evaluation.

### **1) BUSINESS PROPOSAL**

Business Proposal Content (Original plus 1 copy). It shall include the following:

- a) Cover letter stating that **no exceptions** are taken to any specification requirements or contract terms and conditions, **or a detailed summary** of all exceptions taken.
- b) Signed SOLICITATION, OFFER, AND AWARD Form (SF-1442) and, if applicable, any AMENDMENTS to the RFO (SF-30)
- c) Part I, Section B, PRICE SCHEDULE
- d) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- e) Part IV, Section K, Business Declaration Form

## 2) TECHNICAL PROPOSAL

### **Criteria #1: Past Performance & Experience**

Provide a list of at least three (3) projects similar to the scope of work in the past three (3) years, be specific and provide details for those projects.

For each project address the following points to demonstrate the offeror meets or exceeds the evaluation criteria:

- a) Project title, description and contract number
- b) Client names, business address, phone numbers, and contact person
- c) Dollar value
- d) Scope of work performed
- e) Performance period (i.e. dates and number of calendar days)
- f) Percentages of work subcontracted and nature of that work
- g) Any contractual issues or technical matters disputed, and resolution thereof.
- h) Any claims and resolution thereof (i.e., nature, number, dollar value).
- i) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.
- j) Any other pertinent information

### **L002. SUBMISSION DATE AND PLACE:**

The due date for receipt of offers is **JULY 19, 2011 at 4:00 PM, Pacific Time (PT)**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH – ANM-52  
ATTN: BLAISE UNGERMAN  
1601 LIND AVE S.W.  
RENTON, WA 98057

### **L003. HAND CARRIED OFFERS, MODIFICATIONS, AND WITHDRAWALS:**

HAND-CARRIED offers, modifications or withdrawals of offers, and modifications or withdrawals of bids, **HAND DELIVERED** by other types of express mail services (Commercial Carrier, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) **SHALL** be **HAND DELIVERED** to:

DOT, FEDERAL AVIATION ADMINISTRATION  
CUSTOMER SERVICE CENTER (FIRST FLOOR)  
ACQUISITION MANAGEMENT BRANCH – ANM-52  
ATTN: BLAISE UNGERMAN  
1601 LIND AVE S.W.  
RENTON, WA 98057

**ALL QUESTIONS CONCERNING THIS REQUEST FOR OFFER (RFO) ARE DUE NO LATER THAN TUESDAY, JULY 12, 2011 AT 4:00 PM PACIFIC TIME (PT).**

## PART IV - SECTION M

### EVALUATION FACTORS FOR AWARD

#### 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

#### M001. EVALUATION FACTORS FOR AWARD:

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and is considered to be **technically acceptable and the lowest price offered**. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify scope, pricing, responsibility, statements, and omissions.

- (a) The Government will make a contract award based upon this RFO, at the discretion of the source selection official to the responsible offeror whose submittal conforms to the solicitation terms and conditions, and is considered to be **technically acceptable and the lowest price offered**.
- (b) The Government reserves the right to (1) reject any or all submittals if such action is in the public interest, (2) accept other than the lowest cost/price submittal, and (3) waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate submittals and award a contract, either on initial submittals without communications, or subsequent submittals with communications. In evaluating the submittals, the Government may conduct written or oral communications with any and/or all offerors, and may down-select the firms participating in the competition to only those offerors most likely to receive award. A submittal in response to an RFO should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer or part of an offer, as provided in paragraph (c) above, whether or not there are communications after its receipt, unless a written notice of withdrawal is received before award. Communications conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (e) The Government may determine (if applicable) that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on price significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the lowest evaluated offer.
- (f) The Government may disclose the following information in post-award debriefings to other offerors, (1) the source selection official's decision; (2) the offeror's evaluated standings relative to the successful offeror(s); and (3) a summary of the evaluation findings relating to the offeror.

**M002. EVALUATION CRITERIA:**

Prospective offerors are required to submit a technical proposal as discussed herein. Proposals will be technically evaluated as either “**Acceptable**” or “**Unacceptable**” on the basis of the following criteria. Any proposal determined to be “Unacceptable” in any evaluated area, criteria, or sub-element thereof, will render the entire proposal to be unacceptable and therefore rejected from further consideration.

**Criteria (1): Past Performance & Experience****M003. CONTRACTOR QUALIFICATIONS:**

An offeror must meet the following qualifications in order to be eligible for award for each evaluation criteria:

**Criteria (1) Past Performance & Experience**

Successful completion of at least three (3) construction projects of equal or greater size and similar in complexity within the last three (3) years. This factor considers the extent of the offeror’s past performance in performing *similar* services, as well as the quality of the offeror’s past performance with such considerations as timeliness and limited deficiencies.

**M004. CONSIDERATION OF PRICE:**

The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the offeror that is considered to be **technically acceptable and the lowest price offered**.